

AG Contract No KR00 0670TRN
ADOT ECS File: JPA 98-220
Project: HX073 01C
Section: US-95 @ Avenue 7E (MP 29 85)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 7 SEPTEMBER, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and YUMA COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into
this agreement and has by resolution, a copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has delegated to the undersigned the authority to
execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into
this agreement and has by resolution, a copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has authorized the undersigned to execute this
agreement on behalf of the County.

3. The State and the County desire to participate in the design, construction and
maintenance of a warranted traffic signal on State Route US-95 at the intersection of Avenue 7E
(MP 29 85), at an estimated cost of \$120,000.00, hereinafter referred to as the Project, for the
safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as
follows:

=====

NO 24217
Filed with the Secretary of State
Date Filed: 09/07/00
Betsy Boyles
Secretary of State

Wickey J. Greenwald
B

II. SCOPE OF WORK

1. The State will:
 - a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate County review comments as appropriate.
 - b. Call for bids, and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.
 - c. Be responsible for 50 percent of the cost of the signal Project, in an amount currently estimated at \$60,000.00.
 - d. Invoice the County for its 50 percent share of the Project, in an amount currently estimated at \$60,000.00.
 - e. Upon completion approve and accept the Project on behalf of the parties hereto, and provide signal maintenance.

2. The County will:
 - a. Review the design documents and provide comments.
 - b. Be responsible for 50 percent of the cost of the signal Project, in an amount currently estimated at \$60,000.00, and be responsible for widening the South leg of the intersection to 40', and pave same within the State right-of-way, and for all costs associated therewith.
 - c. Pay the State for the County 50 percent share of the cost of the signal Project, within 30 days after receipt of an invoice, in an amount currently estimated at \$60,000.00.
 - d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signal, and grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of pavement markings and loop detectors.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project, or until 30 June 2000, whichever is later; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, subject to State budgeting laws, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6 All notices or demands upon any party to this agreement relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

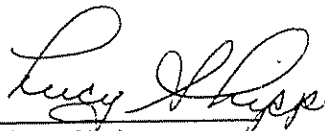
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yuma County
Director, Development Services
2703 S Avenue B
Yuma, AZ 86364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

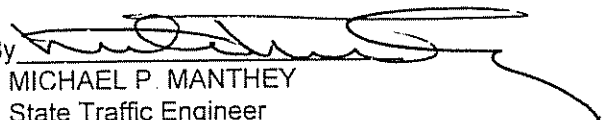
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY

By 
LUCY SHIPP, Chairman
Board of Supervisors

STATE OF ARIZONA

Department of Transportation

By 
MICHAEL P. MANTHEY
State Traffic Engineer

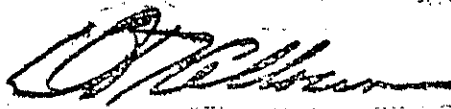
ATTEST

By 
WALLY HILL
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 24th day of April 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for design, construction, maintenance and operation of a new warranted traffic signal at the intersection of US-95 @ Avenue 7E.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 16TH day of May, 2000.

John Tate
Dep. County Attorney

Yuma County
OFFICE OF THE
BOARD OF SUPERVISORS
198 Main Street
Yuma, Arizona 85364



BOB MCCLENDON
DISTRICT 1
LUCY SHIPP
DISTRICT 2
CASEY PROCHASKA
DISTRICT 3
MARCO A. (TONY) REYES
DISTRICT 4
GREG FERGUSON
DISTRICT 5

WALLY HILL
COUNTY ADMINISTRATOR

STATE OF ARIZONA)

SS.

COUNTY OF YUMA)

I, Wally Hill, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisor's meeting held June 5th, 2000.

"Upon a motion and unanimous vote, the Board of Supervisors authorized the Chairman of the Board to sign an Intergovernmental Agreement between the State of Arizona and the County of Yuma covering the construction, maintenance and financing for the installation of a new traffic signal at US 95 @ Avenue 7E."

In Witness Whereof I hereunto set my hand
and Affixed the Official Seal of the Board of
Supervisors. Done at Yuma, the County Seat
this 5th day of June, 2000

A handwritten signature in cursive script, reading "Wally Hill", is written over a horizontal line.

Wally Hill
Clerk of the Board of Supervisors

(520) 329-2104

Fax: (520) 329-2001

TTD: (520) 329-2104

*Yuma County Government is dedicated to providing customer-focused
services to enhance the health, safety, well-being and future of our entire community.*



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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ATTORNEY GENERAL

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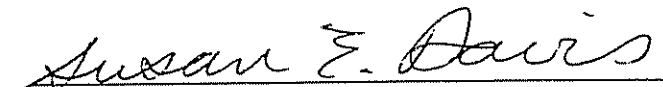
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0670TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 31, 2000

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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